

**Ralph W. Wilkerson, Attorney**

208 N. Broadway, Suite 414  
Billings, MT 59101  
Telephone No.: (406) 690-8300

Ralph W. Wilkerson  
Montana Bar No. 6971  
Email: rwwilkerson@cox.net

Attorney for Debtor(s)

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MONTANA**

In re:

Case No. 13-60315

Paul W. Layton and Collette J. Layton,

Debtor(s).

**CHAPTER 13 PLAN Dated March 12, 2013**

1. The future earnings and other income of the debtor(s) are submitted to the supervision and control of the Chapter 13 Standing Trustee as necessary for the execution of this plan, and debtor(s) shall pay to the Trustee the sum of \$ 1,030.00 each month for a term of 60 months, or until all of the provisions of this Plan have been completed. Plan Payments shall commence within thirty (30) days following the filing of the Plan. The Debtor(s) shall make payments directly to the Trustee until their wage deductions begin.

2. From the payments so received, the Trustee shall make disbursements as follows:

(a) ADMINISTRATIVE CLAIMS. The Trustee shall pay those claims, fees or charges specified in 11 U.S.C. Section 507(a)(2), including the debtor's attorney fees and costs in such amount as may be allowed by the Court. As of the date of this plan, Debtor's counsel estimates that total attorney fees and costs for representation of Debtor (excluding the fee for filing the Debtor's petition) will be as follows:

Estimated total attorney fees:	\$ 3,500.00 *
Estimated total costs:	\$ 200.00
Total estimated attorney fees and costs:	\$ 3,700.00
Less retainer:	\$ 600.00

**TOTAL FEES AND COSTS TO BE PAID THROUGH THE PLAN: \$ 3,100.00**

\* If this figure differs from the Disclosure of Compensation originally filed by the Debtor's attorney, said Disclosure must be amended simultaneously with the filing of this plan, or amended as provided in F.R.B.P. 2016(b).

(b) **IMPAIRED SECURED CLAIMS.** After payments provided for above, the Trustee shall pay allowed secured claims, as determined pursuant to 11 U.S.C. Section 506(a), together with interest at the rate prescribed below from the date of confirmation, on a pro rata basis, as follows:

<u>Name of Creditor</u>	<u>Claim Number</u>	<u>Allowed Secured Claim</u>	<u>Rate of Interest</u>
Boeing Employees' Credit Union		\$14,304.00 *	5%
First Investors Servicing Corp.		\$7,572.00 *	5%

(\* This figure is the lesser of the total amount of the debt owing to the creditor or the value of the collateral securing said debt.)

Secured creditors shall retain their liens as provided by 11 U.S.C. Section 1325(a)(5)(B). In order for any unsecured deficiency to be allowed and paid, a proof of claim must be filed pursuant to Montana's Local Bankruptcy Rules.

(c) **UNIMPAIRED SECURED CLAIMS.** The following secured creditors, whose claims will be left unimpaired by this plan, are not provided for by this plan and shall receive no payments through the trustee except with regard to those arrearages specified below, if any:

<u>Name of Creditor</u>	<u>Description of Collateral</u>
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None.

**Debtors will continue to pay this creditor directly, outside of the Chapter 13 Plan.**

Concurrently with the payments on impaired claims specified above, the following arrearages on unimpaired secured claims, if any, shall be paid through the Trustee on a pro rata basis until the same have been paid in full:

<u>Name of Creditor</u>	<u>Amount of Arrearage</u>
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None

Upon completion of the Plan, all prepetition arrearages provided for by this Plan shall be deemed current.

(d) **DOMESTIC SUPPORT OBLIGATIONS.** After the payments provided for above, the Trustee shall pay all allowed prepetition domestic support obligations. Such allowed claims for prepetition domestic support obligations shall be paid in full under this Plan, without interest (unless otherwise provided).

<u>Creditor</u>	<u>Complete Address</u>	<u>Claim Amount</u>
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Minnesota Child Support Payment Center  
P.O. Box 64326  
Saint Paul, MN 55164-0326

\$23,000.00

(e) PRIORITY CLAIMS. After payments provided for above, the Trustee shall pay allowed claims entitled to priority in such order as specified in 11 U.S.C. Section 507.

(f) GENERAL UNSECURED CLAIMS. After the payments specified above, the Trustee shall pay dividends, to the extent possible, to allowed unsecured, nonpriority claims on a pro rata basis.

(G) LIQUIDATION ANALYSIS. The total amount distributed under paragraphs 2.(e) and (f) will be at least \$ 2,000.00, which exceeds what would be available to pay unsecured claims if the debtor's estate was liquidated under Chapter 7 of the Bankruptcy Code. A discharge will not be entered by the Court until said sum has been distributed, or until all allowed unsecured claims have been paid in full, whichever is less.

3. REJECTION OF CONTRACTS OR LEASES. The debtor(s) rejects the following executory contracts and unexpired leases, and shall surrender property subject to such contracts or leases:

<u>Type of Agreement</u>	<u>Date of Agreement</u>	<u>Other Party to Contract</u>
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None

All other contracts and unexpired leases shall be affirmed.

4. SURRENDER OF PROPERTY. The debtor(s) surrenders any and all interest in the following described collateral to the stated secured creditor in full satisfaction of the creditor's allowed secured claim. In order for any unsecured deficiency to be allowed and paid under this Plan, a proof of claim must be filed pursuant to Montana's Local Bankruptcy Rules.

<u>Secured Creditor</u>	<u>Description of Collateral</u>
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None.

5. POSTPETITION SECURED DEBT: Debtor(s) reserves the right to incur postpetition secured debts, upon prior written approval of the Trustee, for items necessary to debtor(s) performance under this plan.

6. REPORT OF CHANGES IN INCOME: The Debtor(s) shall commit all projected disposable income to the Plan for the applicable commitment period and shall report any changes in income in excess of \$300.00 per month to the trustee.

7. OTHER PROVISIONS:

None

8. DECLARATIONS: Under penalty of perjury Debtor(s) affirms that all federal and state income, employment and other tax returns due as of the date of this plan have been filed with the appropriate agency, and that postpetition payments due on all domestic support obligations have been paid through the date of this Plan.

1 9. EFFECTS OF CONFIRMATION: Upon confirmation of this plan, all issues that have been or could  
 2 have been decided involving any creditors are *res judicata*, and Debtor(s) reserves all rights under applicable  
 3 federal and state law with regard to those issues, including rights under 11 U.S.C. Section 524(i). Debtor(s)  
 4 specifically reserves all rights under 11 U.S.C. Section 524(i), including the right to ensure that all  
 postpetition mortgage payments be applied and credited to Debtor's mortgage account as if the account were  
 current and no prepetition default existed.

5 10. PREVIOUS BANKRUPTCIES, AND DISCHARGE: (Check one)

6 \_\_\_\_\_ Debtor(s) is not eligible for a discharge of debts because the debtor(s) has previously received a  
 7 discharge described in 11 U.S.C. Section 1328(f).

8 X Under penalty of perjury, Debtor(s) declares that he/she has not received a discharge in a previous  
 9 bankruptcy case that would cause him/her to be ineligible to receive a discharge in the above-  
 entitled case under 11 U.S.C. Section 1328(f).

10 11. INCOME TAX REFUNDS: (Check one)

11 \_\_\_\_\_ Debtor(s) projects no income tax refunds during the term of this plan. As a result, no income tax  
 12 refunds will be turned over to the trustee.

13 X Debtor(s) projects income tax refunds during the term of this plan. During the applicable  
 14 commitment period of the plan, as defined in 11 U.S.C. Section 1325(b)(4), Debtor(s) will turn over  
 15 to the trustee all net income tax refunds.

16 \_\_\_\_\_ Debtor(s) projects income tax refunds during the term of this plan, and such tax refunds are  
 17 included in the Debtor's budget.

18 DATED this 12th day of March, 2013.

19 /S/ Paul W. Layton  
 20 Debtor

21 /S/ Collette J. Layton

22 CERTIFICATE OF SERVICE

23 I hereby certify that on the 14th day of March, 2013, a true and correct copy of the foregoing  
 24 CHAPTER 13 PLAN DATED March 12, 2013, was mailed to the following:

25 See attached mailing matrix.

26 /S/ Ralph W. Wilkerson  
 27 Ralph W. Wilkerson  
 28

Label Matrix for local noticing  
0977-2  
Case 13-60315  
U.S. Bankruptcy Court, District of Montana  
Butte  
Wed Mar 13 20:22:44 MDT 2013

Atlantic Credit  
P.O. Box 13386  
Roanoke, VA 24033-3386

Boeing FCU  
P.O. Box 58570  
Tukwila, WA 98138-1570

Capital Management Services  
726 Exchange Street, Ste. 700  
Buffalo, NY 14210-1464

Credit One Bank  
P.O. Box 98875  
Las Vegas, NV 89193-8875

GE Money Bank  
Attn: Bankruptcy Dept  
P.O. Box 103104  
Roswell, GA 30076-9104

GEMB/JC Penney  
P.O. Box 981400  
El Paso, TX 79998-1400

GEMB/Walmart  
P.O. Box 981400  
El Paso, TX 79998-1400

INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 7346  
Philadelphia, PA 19101-7346

LVNV Funding, LLC  
Box 10497  
Greenville, SC 29603-0497

U.S. Bankruptcy Court, District of MT  
Room 303 Federal Building  
400 North Main  
Butte, MT 59701-8866

Billings Clinic  
P.O. Box 35100  
Billings, MT 59107-5100

CBS Collections, Inc.  
P.O. Box 31213  
Billings, MT 59107-1213

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

First Investors  
300 Interstate N. Pkwy  
Atlanta, GA 30339-2403

GEMB Select Comfort  
P.O. Box 981439  
El Paso, TX 79998-1439

GEMB/PPHYCR  
P.O. Box 981064  
El Paso, TX 79998-1064

HSBC Bank Nevada, N.A.  
Bass and Associates, P.C.  
3936 E. Ft. Lowell Road, Suite #200  
Tucson, AZ 85712-1083

Illinois Department of Revenue  
P.O. Box 19035  
Springfield, IL 62794-9035

LVNV Funding, LLC  
P.O. Box 74028  
Houston, TX 77274

Alliance One Receivables Management  
P.O. Box 3111  
Southeastern, PA 19398-3111

Boeing Employee Credit Union  
P.O. Box 97050  
Seattle, WA 98124-9750

Capital Management Services  
698 1/2 S. Ogden St.  
Buffalo, NY 14206-2317

Chase  
Correspondence Department  
P.O. Box 15298  
Wilmington, DE 19850-5298

GE Capital Retail Bank  
Attn: Bankruptcy Dept.  
P.O. Box 103104  
Roswell, GA 30076-9104

GEMB/Chevron  
4125 Windward Plz  
Alpharetta, GA 30005-8738

GEMB/Sam's Club  
P.O. Box 981400  
El Paso, TX 79998-1400

(p)HSBC BANK  
ATTN BANKRUPTCY DEPARTMENT  
PO BOX 5213  
CAROL STREAM IL 60197-5213

Imaging Partners  
400 S. 43rd Street  
Renton, WA 98055-5714

LVNV Funding, LLC  
P.O. Box 740281  
Houston, TX 77274-0281

Leading Edge 8550 West Bryn Maw Chicago, IL 60631-3222	Merchants Credit 2245 152nd NE Redmond, WA 98052-5519	Merrick Bank P.O. Box 5000 Draper, UT 84020-5000
Minnesota Child Support Payment Ctr P.O. Box 64326 Saint Paul, MN 55164-0326	Montana Department of Revenue Kim Davis P.O. Box 7701 Helena, MT 59604-7701	OFFICE OF THE U.S. TRUSTEE U.S. TRUSTEE'S OFFICE LIBERTY CENTER SUITE 204 301 CENTRAL AVE GREAT FALLS, MT 59401-3113
Paul W. Layton Collette J. Layton P.O. Box 50478 Billings, MT 59105-0478	Portfolio Recovery Associates Disputes Department 140 Corporate Blvd Norfolk, VA 23502-4952	Ralph W. Wilkerson Law Office of Ralph W. Wilkerson 208 N. Broadway, Suite 414 Billings, MT 59101-1943
Sentry Credit, Inc. P.O. Box 12070 Everett, WA 98206-2070	Valley Medical 400 S. 43rd Street Renton, WA 98055-5714	Van Ru Credit Corp. P.O. Box 1761 Des Plaines, IL 60017-1761
Wells Fargo c/o Tiburon Financial P.O. Box 10050 Fayetteville, AR 72703-0036	Zales/CBSD P.O. Box 6497 Sioux Falls, SD 57117-6497	COLLETTE J. LAYTON P.O. BOX 50478 BILLINGS, MT 59105-0478
PAUL W. LAYTON P.O. BOX 50478 BILLINGS, MT 59105-0478	RALPH WOOD WILKERSON LAW OFFICE OF RALPH W WILKERSON 208 N BROADWAY, SUITE 414 BILLINGS, MT 59101-1943	

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

(d)Capital One P.O. Box 85520 Richmond, VA 23285	HSEC/Bestbuy P.O. Box 15519 Wilmington, DE 19850	End of Label Matrix Mailable recipients 46 Bypassed recipients 0 Total 46
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